

**NEW YORK SOUTHERN DISTRICT BANKRUPTCY COURT  
ONE BOWLING GREEN  
NEW YORK, N.Y. 10004-1408**

**6/2/2012**

**HONRABLE JUDGE: GLENN – DISTRICT COURT JUDGE  
RE: REQUEST FROM AUTOMATIC RELIEF**

**YOUR HONOR: GLENN**

**MY NAME IS JULIO PICHARDO. I AM A PERSON ON SSI. MY WIFE, TWO KIDS, & MYSELF  
REQUEST YOUR INSIGHT ON ENCLOSED MATTER PENDING PROCEDURES IN COURT IN CA.  
SUCH IS THE GRAVITY WHICH INVOLVES GMAC AS A DEFENDANT CAUSING IRREPAIRABLE  
HARM TO MY HEALTH & TO MY FAMILY.  
AS SEEN ON ENCLOSED CASE, MY HEALTH HAS DETERIORATED TO THE POINT OF NO RETURN  
FOR WHICH I REQUEST A RELIEF FROM AUTOMATIC STAY ON CLAIMED AFTER GMAC TRIED  
TO FORECLOSE ON MY HOME WITHOUT REASON WHATSOEVER.  
1- THE FIRST THING GMAC DID WAS NOTIFY ME VIA MAIL THAT I WAS BEING FORECLOSED  
UPON WHICH WAS WITHOUT MERIT AS I NEVER MISSED A PAYMENT IN THE HISTORY OF  
THIS LOAN.  
2- SUCH WAS THEIR INTENT THAT I WAS ALSO INFORMED TO DO A SHORT SALE ON MY HOME.  
3- ADVISING ME THAT I WAS BEING PUT OUT ON THE STREET SHORTLY WITH MY FAMILY.  
4- BEGGING GMAC NOT TO DO SO THEY PROCEEDED TO INFORM ME TO FIND ANOTHER PLACE  
TO LIVE IMMEDIATELY.  
5- ALTHOUGH I ADVISED THEM OF MY CONDITION, NONE OF THIS WAS IMPORTANT TO GMAC.  
6- THEIR ACTION & CONTINUED HARASSMENT CALLS CAUSED ME TO BE HOSPITALIZED  
NUMEROUS TIMES, BEING AWAY FROM MY TWO BABIES & WIFE FOR WEEKS AT A TIME.  
7- MY DOCTORS ADVISED ME MY BLOOD PRESSURE WAS UNCONTROLLABLE DUE TO FACT.  
8- I EVEN CONTACTED WELLS FARGO INVESTOR IN THIS LOAN TO NO AVAIL.**

**MY REQUEST IS TO OBTAIN A RELIEF FROM AUTOMATIC STAY AS THIS INVOLVES PERSONAL  
INJURY.**

**LEGAL AID HAS BEEN HELPING BUT NOW I FACE THIS SITUATION OF GMAC CLAIMING A STAY  
IN THIS CASE.**

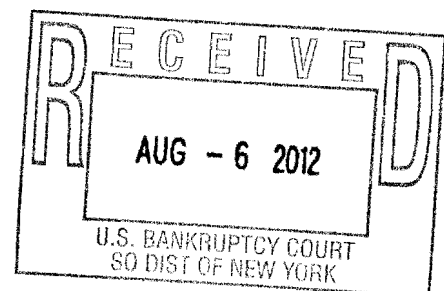
**AS YOU CAN SEE, MY CASE HAS VALID GROUNDS FOR RELIEF.**

**MY SMALL FAMILY WIFE, & TWO CHILDREN AGES 6 & 13 & MYSELF APPRECIATE YOUR  
CONSIDERATION FOR THIS REQUEST.**

**SHOULD A FORM BE NECESSARY, PLEASE REQUEST CLERK TO E-MAIL SUCH AT:  
RJ7SAMI@YAHOO.COM TO OUR E-MAIL ADDRESS.**

**THANK YOU.**

**YOUR TRULY: JULIO PICHARDO.**



**HONORABLE CECILIA G. MORRIS**  
**ATT: COURT CLERK: VETTO GENA**

**I RESIDE AT: 1201 E. SUDENE AVE, FULLERTON CALIFORNIA 92831.**

**PLEASE INFORM ME OF FORM PROCEDURE TO FILE RELIEF FROM  
AUTOMATIC STAY, ON ENCLOSED CASE, AS I AM ON SSI WITH A VERY  
LIMITED INCOME.**

**I HAD LEGAL AIDS ASSIST ME BUT THIS WILL INCURR INTO EXPENSES I  
COULD NEVER AFFORD ON MY MONTHLY SSI. CHECK.**

**PLEASE HAVE THE HONORABLE JUDGE REVIEW REQUEST FOR RELIEF  
FROM AUTOMATIC RELIEF FILED BY GMAC.**

**THANK YOU.**

**JULIO PICHARDO**

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012  
New York, New York

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge

**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is The Atrium, 19100 Von Karman Avenue, Suite 700, Irvine, CA 92612.

On July 30, 2012, I served true copies of the following document(s):

**NOTICE OF BANKRUPTCY AND SUGGESTION OF AUTOMATIC STAY**

on the interested parties in this action as follows:

Amid T. Bahadori  
Bryan M. Thomas  
BAHADORI & THOMAS, LLP  
2 Park Plaza, Suite 450  
Irvine, CA 92612

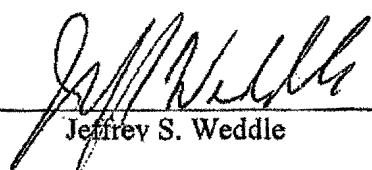
Attorney for Plaintiff  
JULIO PICHARDO

Telephone: (949) 954-8164  
Facsimile: (949) 954-8163

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Severson & Werson's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 30, 2012, at Irvine, California.

  
Jeffrey S. Weddle

**FW-003**

**Order on Court Fee Waiver  
(Superior Court)**

**① Person who asked the court to waive court fees:**

Name: JULIO RICHARDO  
Street or mailing address: 1701 E. SUDEVE AVE  
City: FULLERTON State: CA Zip: 92831

**② Lawyer, if person in ① has one (name, address, phone number, e-mail, and State Bar number):**

**③ A request to waive court fees was filed on (date):**

☐ The court made a previous fee waiver order in this case on (date):

**Read this form carefully. All checked boxes ☒ are court orders.**

**Notice:** The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for \$10,000 or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

**④ After reviewing your (check one): ☒ Request to Waive Court Fees ☐ Request to Waive Additional Court Fees the court makes the following orders:**

a. ☒ The court grants your request, as follows:

- (1) ☒ **Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (*Cal. Rules of Court, rule 3.55.*) You do not have to pay the court fees for the following:
- Filing papers in Superior Court
  - Making copies and certifying copies
  - Sheriff's fee to give notice
  - Reporter's daily fee (for up to 60 days following the fee waiver order at the court-approved daily rate)
  - Preparing and certifying the clerk's transcript on appeal
  - Giving notice and certificates
  - Sending papers to another court department
  - Court-appointed interpreter in small claims court
  - Court fees for phone hearings

- (2) ☐ **Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (*Cal. Rules of Court, rule 3.56.*) You do not have to pay for the checked items.

- ☐ Jury fees and expenses
- ☐ Fees for a peace officer to testify in court
- ☐ Fees for court-appointed experts
- ☐ Court-appointed interpreter fees for a witness
- ☐ Reporter's daily fees (beyond the 60-day period following the fee waiver order)
- ☐ Other (specify):

- (3) ☐ **Fee Waiver for Appeal.** The court grants your request and waives the fees and costs checked below, for your appeal. (*Cal. Rules of Court, rules 3.55, 3.56, 8.26, and 8.818.*) You do not have to pay for the checked items.

- ☐ Preparing and certifying clerk's transcript for appeal
- ☐ Other (specify):

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUL 06 2012

ALAN CARLSON, Clerk of the Court

Fill in court name and street address:

Superior Court of California, County of  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
700 CIVIC CENTER DRIVE WEST  
PO BOX 22014  
SANTA ANA CA 92702-2014

Fill in case number and case name:

Case Number: **30-2012**

Case Name: **00581642**

Case Number: 00581642

Your name: JULIO RICHARDO

b. ☐ The court denies your request, as follows:

**Warning!** If you miss the deadline below, the court cannot process your request for hearing or the court papers you filed with your original request. If the papers were a notice of appeal, the appeal may be dismissed.

(1) ☐ The court denies your request because it is incomplete. You have **10 days** after the clerk gives notice of this order (see date below) to:

- Pay your fees and costs, or
- File a new revised request that includes the items listed below (*specify incomplete items*):

(2) ☐ The court denies your request because the information you provided on the request shows that you are not eligible for the fee waiver you requested (*specify reasons*):

The court has enclosed a blank *Request for Hearing About Court Fee Waiver Order (Superior Court)*, form FW-006. You have **10 days** after the clerk gives notice of this order (see date below) to:

- Pay your fees and costs, or
- Ask for a hearing in order to show the court more information. (*Use form FW-006 to request hearing.*)

c. ☐ The court needs more information to decide whether to grant your request. You must go to court on the date below. The hearing will be about (*specify questions regarding eligibility*):

☐ Bring the following proof to support your request if reasonably available:

<b>Hearing Date</b> →	Date: _____	Time: _____	Name and address of court if different from page 1: _____
	Dept.: _____	Rm.: _____	

**Warning!** If item c is checked, and you do not go to court on your hearing date, the judge will deny your request to waive court fees, and you will have 10 days to pay your fees. If you miss that deadline, the court cannot process the court papers you filed with your request. If the papers were a notice of appeal, the appeal may be dismissed.

Date: JUL 06 2012

ALAN CARLSON

Signature of (check one): ☐ Judicial Officer ☒ Clerk, Deputy



**Request for Accommodations.** Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before your hearing. Contact the clerk's office for *Request for Accommodation*, Form MC-410. (Civil Code, § 54.8.)

### Clerk's Certificate of Service

I certify that I am not involved in this case and (*check one*): ☐ A certificate of mailing is attached.

☒ I handed a copy of this order to the party and attorney, if any, listed in ① and ②, at the court, on the date below.

☐ This order was mailed first class, postage paid, to the party and attorney, if any, at the addresses listed in ① and ②, from (city): \_\_\_\_\_, California on the date below.

Date: JUL 06 2012

Clerk, by \_\_\_\_\_, Deputy

Revised July 1, 2009

This is a Court Order.

AMANDA RINCON 003, Page 2 of 2

Order on Court Fee Waiver (Superior Court)

**SUMMONS**

Pg 7 of 26

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

EMAC MORTGAGE DOES / to / o

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JULIO RICHARDO

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**FILED**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUL 06 2012

ALAN CARLSON, Clerk of the Court

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Orange, Central Justice Center  
700 Civic Center Drive West  
P. O. Box 22014  
Santa Ana, CA 92702-2014

CASE NUMBER: (Número del Caso):

30-2012-00581642

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

AMIT BAHADORI SON 242351 TEL: 949 954-8164  
BRYAN M. THOMAS SON 238409 FAX: 949 954 8163  
2 PARK PLAZA SUITE 450 BAHADORI + THOMAS LLP  
IRVINE CA 92612

DATE: JUL 06 2012 ALAN CARLSON Clerk, by  
(Fecha) (Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

JAIME CORDERO

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)  
☐ CCP 416.20 (defunct corporation)  
☐ CCP 416.40 (association or partnership)  
☐ other (specify):

☐ CCP 416.60 (minor)  
☐ CCP 416.70 (conservatee)  
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

**SUMMONS**

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**(CITACION JUDICIAL)****NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):***GMAC MORTGAGE DOES / to / D***YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):***Julio Ricardo*FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**FILED**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER**JUL 06 2012**

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(El nombre y dirección de la corte es):

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700 Civic Center Drive West  
P. O. Box 22014  
Santa Ana, CA 92702-2014

CASE NUMBER: (Número del Caso):

*30-2012-00581642*

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

*AMIT BAHADORI SON 242351 TEL: 949 954-8164*  
*BRYAN M. THOMAS SON 235409 FAX: 949 954 8163*  
*2 PARK PLAZA SUITE 450 BAHADORI + THOMAS LLP*  
*IRVINE CA 92612*

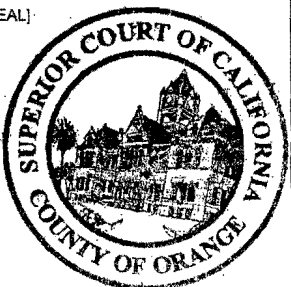
DATE: *JUL 06 2012* ALAN CARLSON Clerk, by  
(Fecha) *JUL 06 2012* (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

*JAIME CORDERO*Deputy  
(Adjunto)

(SEAL)

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under:
- ☐ CCP 416.10 (corporation)
  - ☐ CCP 416.20 (defunct corporation)
  - ☐ CCP 416.40 (association or partnership)
  - ☐ other (specify):

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Amid T. Bahadori (242351) Bryan M. Thomas (238409) 2 Park Plaza, Suite 450 Irvine, CA 92614 TELEPHONE NO.: 9499548164 FAX NO.: 9499548163 ATTORNEY FOR (Name): Julio Pichardo		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER  JUL 06 2012  ALAN CARLSON, Clerk of the Court	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 W. Civic Center Dr. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Central Justice Center			
CASE NAME: Julio Pichardo v. GMAC Mortgage, Inc., et al			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>30-2012</b> JUDGE: <b>00581642</b> DEPT:	

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input checked="" type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.402-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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JUDGE ROBERT J. MOSS  
DEPT C23

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 7/5/12

Amid T. Bahadori

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

### Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

### Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

### Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

### Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

### Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

### Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

### Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

JUL 06 2012

ALAN CARLSON, Clerk of the Court

1 AMID T. BAHADORI (SBN 242351)  
2 BRYAN M. THOMAS (SBN 238409)  
3 **BAHADORI & THOMAS, LLP**  
4 2 Park Plaza, Suite 450  
5 Irvine, CA 92612  
6 Tel: (949) 954-8164  
7 Fax: (949) 954-8163

8 Attorneys for Plaintiff JULIO PICHARDO

9 **SUPERIOR COURT OF STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER** **30-2012**

11 JULIO PICHARDO,

12 Plaintiff

13 vs.

14 GMAC MORTGAGE; DOES 1 to 10,

15 Defendants

CASE NO:

COMPLAINT FOR:

**00581642**

1. VIOLATION OF THE FAIR DEBT COLLECTIONS PRACTICE ACT
2. NEGLIGENT MISREPRESENTATION
3. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
4. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17500

JUDGE ROBERT J. MOSE  
DEPT C23

21 **I.**

22 **GENERAL ALLEGATIONS**

23 COMES NOW Plaintiff, JULIO PICHARDO (hereinafter "Plaintiff"), who by reason of  
24 the following causes of action against the above-captioned defendants, and each of them, alleges  
25 as follows:

26 **II.**

27 **JURISDICTIONAL ALLEGATIONS**



1 11. Plaintiff responded each and every time that his loan was current and that he had  
2 already made the payments which GMAC identified as being past due.

3 12. Each and every time, GMAC responded by repeating that his loan was past due  
4 and by using verbally abusive language, including threats of criminal liability and obscene and  
5 profane language.

6 13. The phone calls made by Defendant GMAC contained numerous false and  
7 misleading representations about the character, amount and legal status of the debt owed to  
8 Defendant GMAC.

9 14. Plaintiff often received numerous phone calls throughout 2011 and 2012, the  
10 intent of which was to engage Plaintiff on the phone repeatedly and continuously to annoy,  
11 harass and abuse Plaintiff.

12 15. Plaintiff is informed and believes that each and every phone call from Defendant  
13 GMAC was done by an agent and employee of GMAC.

14 16. Plaintiff attempted to ascertain the names and identification of the persons  
15 responsible for the phone calls but was unable to do so because the person or persons responsible  
16 for the calls would only identify themselves as being employees of GMAC.

17 17. The conduct of Defendant GMAC in harassing Plaintiff in an effort to collect this  
18 debt by repeatedly engaging Plaintiff in phone calls and verbally abusing Plaintiff was a  
19 violation of numerous provisions of the Fair Debt Collections Practices Act, including, but not  
20 limited to, 15 U.S.C. sections 1692d, 1692e, 1692e(5), 1692e(7), 1692e(10 and 1692f.

21 18. As a result of the above-described conduct, Plaintiff has suffered, and continued  
22 to suffer from severe emotional distress. Plaintiff has been hospitalized numerous times and has  
23 incurred substantial medical bills as a result of the harassing conduct of Defendant GMAC.

24 **FIRST CAUSE OF ACTION**  
25 **(Violation of the Fair Debt Collection Practices Act)**

26 19. Plaintiff herein repeats and incorporates each of the preceding paragraphs above as  
27 though fully set forth.  
28

1           20. Plaintiff has received numerous threatening phone calls from agents and  
2 employees of Defendant GMAC. During each and every phone call, Plaintiff was told that his  
3 mortgage was in default and that GMAC would begin foreclosing on the property.

4           21. Plaintiff responded each and every time that his loan was current and that he had  
5 already made the payments which GMAC identified as being past due.

6           22. Each and every time, GMAC responded by repeating that his loan was past due  
7 and by using verbally abusive language, including threats of criminal liability and obscene and  
8 profane language.

9           23. The phone calls made by Defendant GMAC contained numerous false and  
10 misleading representations about the character, amount and legal status of the debt owed to  
11 Defendant GMAC.

12           24. Plaintiff often received numerous phone calls throughout 2011 and 2012, the the  
13 intent of which was to engage Plaintiff on the phone repeatedly and continuously to annoy,  
14 harass and abuse Plaintiff.

15           25. Plaintiff is informed and believes that each and every phone call from Defendant  
16 GMAC was done by an agent and employee of GMAC.

17           26. Plaintiff attempted to ascertain the names and identification of the persons  
18 responsible for the phone calls but was unable to do so because the person or persons responsible  
19 for the calls would only identify themselves as being employees of GMAC.

20           27. The conduct of Defendant GMAC in harassing Plaintiff in an effort to collect this  
21 debt by repeatedly engaging Plaintiff in phone calls and verbally abusing Plaintiff was a  
22 violation of numerous provisions of the Fair Debt Collections Practices Act, including, but not  
23 limited to, 15 U.S.C. sections 1692d, 1692e, 1692e(5), 1692e(7), 1692e(10 and 1692f.

24           28. As a result of the above-described conduct, Plaintiff has suffered, and continued  
25 to suffer from severe emotional distress. Plaintiff has been hospitalized numerous times and has  
26 incurred substantial medical bills as a result of the harassing conduct of Defendant GMAC.

27 ///

28 ///

**SECOND CAUSE OF ACTION**  
**(Negligent Misrepresentation)**

29. Plaintiff herein repeats and incorporates each of the preceding paragraphs above as though fully set forth.

30. Defendant GMAC, through its agents and employees, represented to Plaintiff that his loan was in default and made numerous other false and misleading representations about the character, amount and legal status of the debt owed to Defendant GMAC.

31. These representations were false.

32. Defendant, through its agents and employees, made these representations to Plaintiff either knowing they were false, or with reckless disregard for the truth.

33. Defendant intended Plaintiff to rely on these representations.

34. Plaintiff reasonably relied on these representations. Plaintiff's health deteriorated quickly upon learning that his loan was in default. Plaintiff believed Defendant's threats of criminal liability and feared for his own safety and for the loss of his home.

35. Plaintiff was and continues to be harmed in a monetary amount to be proven at trial.

36. Plaintiff's reliance upon the above described representations by the herein named defendant was a substantial factor in causing his harm.

37. The acts of Defendant were willful, wanton, malicious and oppressive, and thus justify the awarding of exemplary and punitive damages.

**THIRD CAUSE OF ACTION**

**(Violation of Bus. & Prof. Code Section 17200)**

38. Plaintiff herein repeats and incorporates each of the preceding paragraphs above as though fully set forth.

39. Defendant GMAC has violated and continues to violate Business and Professions Code section 17200 by engaging in unlawful, unfair and fraudulent business practices. Specifically, Defendant, through its agents and employees, falsely informed Plaintiff that his

1 loan was in default and that he was subject to foreclosure and criminal liability if he did not  
2 make additional payments which were not due.

3 40. Defendant GMAC's action and representations, which were made with intent to  
4 induce Plaintiff's reliance, constitute unfair and unlawful business practices under California  
5 law.

6 **FOURTH CAUSE OF ACTION**

7 **(Violation of Bus. & Prof. Code Section 17500)**

8 41. Plaintiff herein repeats and incorporates each of the preceding paragraphs above  
9 as though fully set forth.

10 42. Defendant has violated and continue to violate Business and Professions Code  
11 section 17500 by making or disseminating untrue or misleading statements, or by causing untrue  
12 or misleading statements to be made or disseminated, in or from California. These untrue and  
13 misleading statements include but are not limited to:

14 a. Throughout 2011 and 2012, Plaintiff received numerous threatening phone  
15 calls from agents and employees of Defendant GMAC. During each and every phone call,  
16 Plaintiff was told that his mortgage was in default and that GMAC would begin foreclosing on  
17 the property.

18 b. GMAC told Plaintiff on numerous occasions that his loan was past due  
19 and that he would be subject to criminal liability if he did not make additional payments.

20 43. Defendant GMAC knew, or by the exercise of reasonable care should have  
21 known, that these statements were untrue or misleading at the time they were made.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as  
24 follows:

- 25
- 26 1. For actual, compensatory and/or consequential damages in amounts according to
  - 27 proof at trial;
  - 28 2. For restitution;
  3. For punitive damages;



1 4. For costs of suit;

2 5. For attorneys fees where permitted by law;

3 6. For such other and further relief as this Court deems just and proper.  
4

5 Dated: June 20, 2012

**BAHADORI & THOMAS, LLP**

6  
7 By: 

8 **AMID T. BAHADORI**  
9 **BRYAN M. THOMAS**  
10 **Attorneys for Plaintiff**  
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**SUPERIOR COURT OF CALIFORNIA**  
**ORANGE COUNTY – CENTRAL JUSTICE CENTER**  
**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207  
Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

C26	LEWIS 657-622-5226	Monday 10:30 a.m.	T, W, TH, F 8:30 a.m.	10:00 a.m.	2:00 p.m.	Yes noon Friday before	Late ex parte applications shall not be accepted. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C19	MARGINES 657-622-5219	Wednesday 1:30 p.m.	Daily 1:30 p.m.	Reservation Required by 10:30 a.m.	10:00 a.m.	Yes	Notice must be given to opposing party by 10:30 a.m. day before ex parte hearing
C7	MARKS 657-622-5207	Friday 10:30 a.m. Reservation Required	M,T,W,TH 1:30 p.m.	Reservation must be made with courtroom day before the hearing by noon	3:00 p.m.		Motions must be reserved with C-7 prior to filing by calling (657)622-5207
C21	MCEACHEN 657-622-5221	Tuesday 1:30 p.m.	Daily 9:00 a.m.	noon day before Ex Parte hearing- Reservation must be made with courtroom prior to hearing being set	3:00 p.m.	yes	
C14	MILLER 657-622-5214	Tuesday 1:30 p.m.	T, W, TH, F 8:30 a.m.	9:00 a.m.	4:00 p.m. day prior to the Ex Parte hearing	Yes noon day of hearing	If Monday is a holiday, law and motion is heard on Thursday at 1:30 p.m. NOTE: for L&M, Dept. C14 requires parties call the dept. to check availability of a motion date prior to filing their motion by calling (657) 622-5214. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5214 to reserve a date no later than 9:00 a.m., the day prior to the hearing. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT

**SUPERIOR COURT OF CALIFORNIA**  
ORANGE COUNTY – CENTRAL JUSTICE CENTER  
**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**  
Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207  
Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C12	MOBERLY 657-622-5212	Friday 2:00 p.m.	M, T, W, TH 1:30 p.m.	Noon	3:00 p.m.	Yes 4:30 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5212 to reserve a date no later than noon, the day prior to the hearing.  Motions for Summary Judgment must be reserved with C12 prior to filing by calling( 657)622-5212.
C16	MONROE 657-622-5216	Tuesday 2:00 p.m.	T, W, TH 8:30 a.m.	Reservation required by noon	3:00 p.m. the day prior to the Ex Parte	Yes 11:00 a.m. the day of the hearing	If Monday is a holiday, law and motion is heard on Thursday at 2:00 p.m.
C23	MOSS 657-622-5223	Friday 10:00 a.m.	Daily 8:30 a.m.	Not required	12:00 p.m.	Yes 4:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
C13	MUÑOZ 657-622-5213	Thursday 2:00 pm	M, T, W, TH 8:30 a.m.	Reservation must be made with courtroom day before the hearing by 10:00 a.m.	noon	Yes 4:00 p.m. the day before	Parties are required to call the department to check availability of a Motion for Summary Judgment date prior to filing the motion. (657)622-5213
C3	MYERS 657-622-5203	Thursday Unlimited/ Omni 1:30 p.m. Limited 2:00 p.m.	M, T, W, TH 1:30 p.m. Fri 11:00 a.m.- emergency only	Reservation required by 12pm on day before the hearing	3:00 p.m. day before	No	
C8	NAKAMURA 657-622-5208	Thursday 2:00 p.m.	M, T, W, TH 1:30 p.m.	24 hours, the day before the hearing	M, T, W, Th, 10:00 a.m. day of ex parte	Yes 4:00 p.m. the day before	Counsel must reserve a motion date with the courtroom, prior to setting the motion. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

**California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)**

**(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:**

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.**
- (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.**
- (3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.**
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.**

**(b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.**

**(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.**

## **SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE**

### **ADR Information**

#### **Introduction.**

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

#### **BENEFITS OF ADR.**

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

**Save Time.** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

**Save Money.** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

**Increase Control Over the Process and the Outcome.** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

**Preserve Relationships.** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

**Increase Satisfaction.** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

**Improve Attorney-Client Relationships.** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

#### **DISADVANTAGES OF ADR.**

ADR may not be suitable for every dispute.

**Loss of protections.** If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

**Less discovery.** There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

**Additional costs.** The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

**Effect of delays if the dispute is not resolved.** Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

#### **TYPES OF ADR IN CIVIL CASES.**

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

**Arbitration.** In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate.** Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate.** If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Mediation.** In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate.** Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate.** Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Neutral Evaluation.** In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate.** Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate.** Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences.** Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

#### **ADDITIONAL INFORMATION.**

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at [www.occourts.org](http://www.occourts.org).

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address):		FOR COURT USE ONLY
Telephone No.:	Fax No. (Optional):	
E-Mail Address (Optional):	Bar No:	
ATTORNEY FOR (Name):		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92638-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-0500		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
<b>ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION</b>		CASE NUMBER:

Plaintiff(s)/Petitioner(s), \_\_\_\_\_

and defendant(s)/respondent(s), \_\_\_\_\_

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)  
☐ Under section 1141.11 of the Code of Civil Procedure  
☐ Under section 1280 of the Code of Civil Procedure
- ☐ Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

☐ I have an *Order on Court Fee Waiver* (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: \_\_\_\_\_ (SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: \_\_\_\_\_ (SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

### ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> <b>JUSTICE CENTER:</b> <input checked="" type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 <sup>th</sup> Street, Westminster, CA 92683-0500	<b>FOR COURT USE ONLY</b>
<b>PLAINTIFF/PETITIONER:</b>  <b>DEFENDANT/RESPONDENT:</b>	
<b>ALTERNATIVE DISPUTE RESOLUTION (ADR)</b> <b>NEUTRAL SELECTION AND PARTY LIST</b>  <input type="checkbox"/> Arbitration <input type="checkbox"/> Mediation <input type="checkbox"/> Neutral Evaluation	<b>CASE NUMBER:</b>

(ATTACH THIS FORM TO FORM L-1270, ALTERNATIVE DISPUTE RESOLUTION (ADR)  
STIPULATION, AND FILE IT WITH THE COURT.)

### ADR NEUTRAL SELECTION

For Arbitration, parties may select a Neutral and Alternate or may have a Neutral randomly assigned from the Court's Panel. For Mediation and Neutral Evaluation, parties must select a Neutral and an Alternate below.

☐ For Arbitration, please check this box to have an arbitrator assigned at random.

The parties select the following Neutral and Alternate from the Court ADR Panel:

Neutral: \_\_\_\_\_

Alternate: \_\_\_\_\_

The above named Neutral will be notified by a Notice of Assignment of ADR Neutral that he or she has been selected as the neutral in this proceeding. In the event the neutral does not accept the assignment, a new Notice of Assignment of ADR Neutral will be sent to the above named Alternate. The assignment of the Alternate to serve as the Neutral does not extend the time to complete the ADR process.

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### ALTERNATIVE DISPUTE RESOLUTION (ADR) NEUTRAL SELECTION AND PARTY LIST

Short Title:	Case Number:
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**PARTY LIST**  
**(Including Affiliates)**

The parties agree that the ADR Session may be conducted on one of the following dates:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

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Attorney and Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Attorney for: \_\_\_\_\_

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Attorney and Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Attorney for: \_\_\_\_\_

---

Attorney and Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Attorney for: \_\_\_\_\_

---

Attorney and Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

Attorney for: \_\_\_\_\_

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This Party List must also include the full names, addresses, and phone numbers of corporate parties' parent and subsidiary corporations, and of all insurance carriers. Counsel must immediately notify the neutral upon discovery if any attorney or self-represented party is not listed on this Party List Form.

☐ Attach additional copies of this page if necessary to include additional parties, affiliated entities or insurance carriers.

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**ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
**NEUTRAL SELECTION AND PARTY LIST**